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CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

TEAMSTERS LOCAL UNION NO. 174,

Plaintiff,

v.

CITY TRANSFER, INC.

Defendant.

NO. **CV6 1563** L

PLAINTIFF'S COMPLAINT FOR
DAMAGES



06-CV-01563-CMP

Plaintiff, by way of complaint, alleges as follows:

I. PARTIES, JURISDICTION AND VENUE

1.1 Plaintiff, Teamsters Local Union No. 174 ("Local 174" or "Union") is a labor organization with its principal place of business in King County, Washington.

1.2 Defendant City Transfer, Inc. ("CTI" or "Company") is a corporation doing business in King County, Washington. CTI is a corporation engaged in an industry affecting commerce as defined by the Labor Management Relations Act.

PLAINTIFF'S COMPLAINT FOR DAMAGES - 1

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1 1.3 This Court has jurisdiction of this matter pursuant to Section 301 of the
2 Labor Management Relations Act, 29 U.S.C. § 185.

3 1.4 Venue is proper in this Court because the matters giving rise to this
4 complaint occurred within this judicial district.

5
6 **II. FACTUAL ALLEGATIONS**

7 2.1 Local 174 is the exclusive collective bargaining representative for a group
8 of CTI employees.

9 2.2 CTI and Local 174 are parties to a collective bargaining agreement
10 covering these employees ("the CBA" or "the Agreement"). This agreement is currently
11 effective and will, under its terms, continue in force and effect through February 28,
12 2010.

13 2.3 Sections 23.01 and 23.06 of the CBA requires CTI to assemble and post a
14 "dispatch order" which lists all Union-represented drivers in seniority order based on
15 "latest date of hire/rehire." Section 23.06
16

17 2.4 Section 23.01 requires CTI generally to dispatch drivers in the order of the
18 dispatch list, unless certain exceptional circumstances, spelled out in Sections 23.02 and
19 23.08, exist.

20 2.5 The CBA was ratified by the bargaining unit on August 9, 2006. It was
21 signed by CTI's owner, Keith Benson, on or about September 27, 2006, and by the
22 Union's Secretary-Treasurer, Dan Scott, on or about October 3, 2006. CTI's obligation
23 to assemble and post a proper dispatch order and to thereafter dispatch drivers in the
24 order set forth therein became effective no later than the last of these three dates.
25
26

1 2.6 Since August 9, 2006, CTI has failed and refused to comply with the
2 provisions of Section 23 of the CBA set forth above.

3 **III. CAUSE OF ACTION:**
4 **BREACH OF COLLECTIVE BARGAINING AGREEMENT**
5 **29 U.S.C. § 185**

6 3.1 Plaintiff realleges paragraphs 1.1 through 2.6 as though fully set forth
7 herein.

8 3.2 Defendant's failure and refusal to comply with the provisions of Section
9 23 of the CBA, as set forth above, constitutes a violation of the parties' collective
10 bargaining agreement.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for relief as follows:

- 13 1. Damages, in the amounts set forth in the contract, for the violations of the
14 contract; and
15
16 2. Such other and further relief as the Court deems just and equitable.

17 DATED this 27th day of October, 2006.

18
19 

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